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Attorneys for Defendants
City of Novato, et al.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

MARIN COUNTY HOMELESS
UNION, a local affiliate of the
CALIFORNIA HOMELESSNESS
UNION, on behalf of itself and those it
represents; CAMP COMPASSION, a
Homeless Union-affiliated encampment
in Lee Gerner Park; Individual Plaintiffs
JASON SARRIS; LEA DEANGELO;
ZACH BOULWARE; CARRIE
HEALON, LISA NICOLE JOHNSON;
DONALD HOBBS; DEBORAH ANN
MIROMONTES; LISA JOHNSON;
CHARLES TALBOT; BETHANY
ALLEN; MICHELANGELO MONTEZ;
DEBORAH ANN MIRAMONTES;
KALANI WELSCH, and other similarly
situated homeless persons including
current residents of Camp Compassion
homeless encampment,

Plaintiffs,

v.

CITY OF NOVATO; CITY MANAGER
ADAM MCGILL, MAYOR PAT
EKLUND, MAYOR PRO TEM ERIC
LUCAN, CHIEF OF POLICE
MATHEW MCCAFFREY, PUBLIC
WORKS DIRECTOR CHRIS BLUNK,

Defendants.

CASE NO.: 4:21-cv-05401-YGR

[Assigned to the Hon. Yvonne Gonzalez
Rogers]

**~~[PROPOSED]~~ ORDER DISMISSING
CASE AND RETAINING
JURISDICTION PURSUANT TO
SETTLEMENT AGREEMENT**

Hearing Date: October 6, 2021
Time: 9:00 a.m.
Ctrm: 1

Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd., Suite 850
Pasadena, CA 91101
SONOMA CA 95476

~~[PROPOSED]~~ ORDER

The Court, having considered the Stipulation and Joint Motion for Order for Dismissal With Retained Jurisdiction, and good cause appearing therefor, hereby ORDERS as follows:

1. The terms of the Settlement Agreement, attached to the Stipulation and Joint Motion for Order for Dismissal With Retained Jurisdiction as Exhibit A, are hereby incorporated by reference into this Order. See *Kokkonen v. Guardian Life Ins. Co. of America*, 511 U.S. 375 (1994).

2. With the consent of the Parties, the Court agrees to retain jurisdiction to enforce the terms of the Settlement Agreement. See *Kokkonen v. Guardian Life Ins. Co. of America*, 511 U.S. 375 (1994).

3. With the consent of the Parties, the Court specially designates Magistrate Judge Robert Illman to conduct all further proceedings in this action pursuant to 28 U.S.C. § 636(c).

4. In consideration of Plaintiffs' agreement that this action shall be dismissed with prejudice, Defendant City of Novato agrees to pay Plaintiffs the total sum of \$35,000.00 in full satisfaction of any and all claims by Plaintiffs for attorneys' fees and costs in connection with this case.

5. The action captioned *Marin County Homeless Union, et al. v. City of Novato, et al.*, Case No. 4:21-cv-05401-YGR, is hereby dismissed with prejudice.

DATED: October 13, 2022

By: 
Hon. Yvonne Gonzalez Rogers